

# Exhibit B

2016 AMENDMENT TO LICENSE AGREEMENT

This Amendment, having an Effective Date of January 31, 2016 is entered into between SS White Burs, Inc. ("SSW"), an Illinois Corporation having its principal place of business at 1145 Towbin Avenue, Lakewood, New Jersey 08701 and Guidance Endodontics, LLC ("Guidance"), a limited liability company with a place of business at 7520 Montgomery Blvd NE, Suite E1, Albuquerque, New Mexico 87109 (collectively, "the Parties").

WHEREAS, the Parties seek to amend the March 26, 2015 License Agreement ("License") between the Parties in accordance with Section 20.6 thereof to extend the deadlines for minimum royalty payments and termination for failure to meet minimum sales by one year;

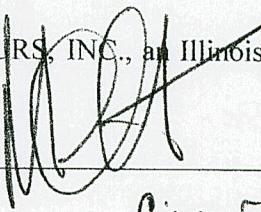
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Sections 3.2 and 10.2 of the License shall be modified according to the co-signed handwritten changes to those sections as set forth in the attached Exhibit A.

All other terms and conditions of the License shall remain unchanged. This Amendment incorporates all the rights and obligations contained in the License, including the provisions with respect to confidentiality.

IN WITNESS WHEREOF, the parties have executed this Amendment in duplicate as of the date and year first above written.

SS WHITE BURS, INC., an Illinois corporation

By: 

Title: CHIEF FINANCIAL OFFICER

Date: 1/22/2018

GUIDANCE ENDODONTICS, LLC., a New Mexico limited liability company

By: 

Title: Owner

Date: 1/28/18

# Exhibit A

EXHIBIT A

any of its rights in the Licensed Patents, Licensed Technology and Improvements for endodontic file designs that include (i) less than 15 mm of cutting flutes; (ii) a shaft whose diameter decreases after the cutting flutes, and (iii) file sizes #25 to #50 with a taper of 2% or less. The foregoing license limitation applies to any other endodontic file designs meeting the aforementioned parameters set forth in this Section 2.3, and any additional endodontic file designs mutually agreed to by the Parties in writing.

2.4. *Exclusive License of Trademarks.* Subject to the following, Guidance hereby grants to SSW an exclusive license to use the Licensed Trademarks as they are applied to endodontic files that are covered by any claims of the Licensed Patents and/or any files as specified in Exhibit A. SSW acknowledges that any and all of its uses of the Licensed Trademarks shall inure to the benefit of Guidance, and that SSW shall not acquire any ownership rights in and to such by virtue of its use of the same. In the event SSW fails to satisfy the minimum royalty payments set forth in Section 3.2 below, the license granted under this Section shall convert to a non-exclusive license.

### 3. *Royalty Payments.*

3.1. *Royalties.* Beginning in calendar year 2015, SSW shall pay Guidance a royalty equal to the following:

(a) for each endodontic file covered by any claim of the Licensed Patents and each endodontic file as specified in Exhibit A sold during the Term of this Agreement, a 7% royalty of the Net Selling Price;

(b) the obligation of SSW to pay royalties to Guidance shall continue throughout the Term of the Agreement and shall cover each endodontic file covered by any claim of the Licensed Patents and each file depicted in Exhibit A sold by SSW even if such endodontic file is modified or the name is changed;

3.2. *Minimum Royalties.* In order to invoke the Third Party License Limitation of Section 2.3 above, SSW agrees that the minimum royalties owed to Guidance shall be one hundred and forty thousand dollars (\$140,000) by the end of calendar year 2015, two hundred and ten thousand dollars (\$210,000) by the end of calendar year 2016, and three hundred and fifty thousand dollars (\$350,000) by the end of calendar year 2017 and for each year thereafter. To the extent that SSW fails to meet the minimum royalty payments by the end of each year of the Agreement starting at the end of calendar year 2015, SSW has the option to pay up to the minimum royalty within thirty (30) days of the end of each calendar year the minimum royalty payments were not made in order to maintain the Third Party License Limitations of Section 2.3. Otherwise, the third party limitation of Section 2.3 shall no longer be applicable.

3.3. SSW shall keep an accurate account of all endodontic files sold and revenues thereof that are subject to the royalty provisions of Section 3.1. Within thirty (30) days after the end of each calendar quarter, SSW shall send Guidance a written statement of account and, concurrently, payment of the royalties owed for the corresponding calendar quarter, for

examine and/or audit SSW's financial books and records that specifically relate to the Licensed Technology to verify SSW's compliance with its royalty obligations. Guidance must give SSW at least two (2) weeks prior written notice before such access is permitted, and such access shall be subject to the confidentiality provisions of Section 14. Guidance shall bear the cost of such examination; provided, however, that if the examination reveals an underpayment of royalties of more than five percent (5%) for any payment period, SSW will promptly remit payment to Guidance of any unpaid amount, if applicable, and reimburse Guidance for the cost of the audit.

**9. *Improvements.***

9.1. SSW agrees that all Improvements conceived, discovered, developed or reduced to practice by any of the Parties hereto, solely or in collaboration with others during the Term of this Agreement are the sole property of Guidance. SSW agrees to cooperate reasonably with any requests of Guidance to perfect its rights in any Improvements.

9.2. Guidance shall grant to SSW a worldwide non-exclusive license under any Improvements to manufacture, have manufactured, import, use, offer to sell, and sell the Files during the Term of the Agreement. This Agreement shall automatically govern and apply to any such Improvements, and SSW shall be obligated to pay the royalties set forth herein for the balance of the Term then remaining under this Agreement for any products created using the Improvements.

9.3. To the extent SSW develops any of the Improvements, then Guidance covenant during the Term of this Agreement not to license any Third Party to use the Improvements without the prior written consent of SSW, which will not be unreasonably withheld.

**10. *Term and Termination.***

10.1. *Term.* Unless otherwise terminated pursuant to Section 10.2 below, the Term of this Agreement shall be from the Effective Date until the expiration of the last to expire Licensed Patent. Thereafter, this Agreement shall be renewable for successive one (1) year terms on the terms and conditions hereof with the royalty payments required in Section 3 to be re-negotiated in good faith.

**10.2. *Termination.***

(a) Guidance may terminate this Agreement after two (2) years from the Effective Date if in any subsequent calendar year SSW's sales of Files does not exceed 100,000 Files.

(b) Either Party may, by written notice of default to the other Party, terminate this Agreement, if the other party materially breaches this Agreement, and the breaching party does not cure such material breach within thirty (30) calendar days after receipt of written notice of such breach. Guidance may, by written notice, terminate this Agreement immediately following SSW's failure to resolve the suspension of business, insolvency, institution of bankruptcy, liquidation proceedings by or against SSW, appointment of a trustee or receiver for

SSW's property or business, or any assignment, reorganization or arrangement by SSW for the benefit of its creditors.

(c) Upon termination of this Agreement, all licenses, and any other rights and services provided by Dr. Goodis and Guidance as set forth in this Agreement, shall cease immediately. Additionally upon termination, SSW must at Guidance's option, either destroy or return to Guidance all physical and other copies of any Confidential Information.

**11. Product Liability Insurance.** SSW shall have and maintain product liability insurance on all products encompassing the Licensed Technology or other products in commercially reasonable amounts during the Term of the Agreement and for a period of two (2) years following its expiration or termination. Such insurance shall name Guidance as an additional insured.

**12. Quality Control.** SSW's use of the Licensed Trademarks shall be in a commercially acceptable and responsible manner, quality, and style to protect the value of the Licensed Trademarks and the rights, value and goodwill associated therewith. SSW shall: (i) cooperate with Guidance in exercising Guidance's control of the use of the Licensed Trademarks; (ii) comply with all reasonable quality control procedures and policies that Guidance may adopt from time to time regarding the use of the Licensed Trademarks; and (iii) upon request, supply Guidance with specimens of use of the Licensed Trademarks for its approval. SSW shall not use the Licensed Trademarks in a disparaging or illegal manner or in any way that reduces the value of the Licensed Trademarks and the goodwill associated therewith.

**13. Indemnification.**

13.1. *Indemnification against Breach.* If either side materially breaches any warranty, representation, covenant, or undertaking given herein, then the breaching party agrees to indemnify and hold the other one of them harmless from and against any such breach. SSW reserves the right to set off royalty payments due to Guidance for any indemnified amount.

13.2. Except as set forth in Section 13.1, SSW agrees to defend, indemnify and hold Guidance and its principals, officers, successors and assigns, harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of Third Parties against Guidance based on SSW's manufacture or sale of products using the Licensed Technology including, but not limited to, actions founded on product liability or infringement of intellectual property rights.

**14. Confidential Information.**

14.1. *Protection of Confidential Information.* Both SSW and Guidance agree to protect the Confidential Information of the other of them, and will not, at any time during or after the Term of this Agreement, directly or indirectly, divulge or disclose for any purpose or use any Confidential Information that has been obtained by or disclosed to them as a result of their working relationship with each other. At the conclusion of their working